

Reg. No. 81  
Fee Paid \$46.00

MORTGAGE—Savings and Loan Form (Direct Reduction Plan) 255-2

Hall Litho Co., Inc., Topeka

BOOK 139 395 MORTGAGE

Loan No. MI DR 3098

THIS INDENTURE, made this 15th day of February, 1965, by and between  
DONALD W. DAVIS and WANDA F. DAVIS, his wife

of Douglas County, Kansas, as mortgagors, and  
AMERICAN SAVINGS ASSOCIATION OF TOPEKA, a corporation organized and existing  
under the laws of Kansas with its principal office and place of business at Topeka, Kansas, as mortgagee;

WITNESSETH: That said mortgagors, for and in consideration of the sum of  
EIGHTEEN THOUSAND FOUR HUNDRED FIFTY and NO/100-----Dollars (\$18,450.00),  
the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said mortgagee, its successors  
and assigns, forever, all the following described real estate, situated in the county of Douglas  
and State of Kansas, to-wit:

Lot Seven (7) of Miller Acres, a Subdivision  
near the City of Lawrence, Douglas County,  
Kansas, located in the Northwest Quarter of  
Section Twenty-four (24), Township Twelve  
(12) South, Range Nineteen (19) East  
of the Sixth Principal Meridian; as shown  
on Plat and Dedication of Miller Acres  
filed January 30, 1959, and recorded in  
Plat Book 5 at Page 33,

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm  
windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located  
on said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances  
thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same. Said mortgagors hereby cove-  
nant with said mortgagee that they are, at the delivery hereof, the lawful owner of the premises above conveyed  
and described, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances,  
and that they will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is executed and delivered to secure the payment of the sum of  
EIGHTEEN THOUSAND FOUR HUNDRED FIFTY and NO/100-----Dollars (\$18,450.00),  
with interest thereon, together with such charges and advances as may be due and payable to said mortgagee under the terms  
and conditions of the promissory note of even date herewith and secured hereby, executed by said mortgagors to said mort-  
gagee, payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The  
terms of said note are hereby incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said  
mortgagor by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or  
any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall  
remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until  
all amounts secured hereunder, including future advances, are paid in full with interest.

The mortgagor hereby assigns to said mortgagee all rents and income arising at any and all times from said property  
and hereby authorizes said mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents  
and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs  
or improvements necessary to keep said property in tenable condition, or to other charges or payments provided for herein or  
in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The  
taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure  
or otherwise.

There are no unpaid labor or material bills outstanding which would result in a mechanic's lien against this property.

Any transfer of said real estate shall be subject to the condition that the purchaser or purchasers shall also be liable for  
the payment of such indebtedness.

The failure of the mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its  
right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of  
said note and of this mortgage.

If said mortgagors shall cause to be paid to said mortgagee the entire amount due it hereunder, and under the terms and  
provisions of said note hereby secured, including future advances, and any extensions or renewals thereof in accordance with  
the terms and provisions thereof, and if said mortgagors shall comply with all the provisions of said note and of this mortgage,  
then these presents shall be void; otherwise to remain in full force and effect, and said mortgagee shall be entitled to the pos-  
session of all of said property, and may, at its option, declare the whole of said note and all indebtedness represented thereby to  
be immediately due and payable, and may foreclose this mortgage or take any other legal action to protect its right, and from  
the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisal waived.

This mortgage shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and  
assigns of the respective parties hereto.

IN WITNESS WHEREOF, said mortgagors have hereunto set their hand and the day and year first above  
written.

Donald W. Davis  
Donald W. Davis

Wanda F. Davis  
Wanda F. Davis